CONTRACT

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

				_	
	Contract / Rev	vision		Alt Order #	
	960561	1		07910183	
Product					
AKIN/SEN/R					
Contract Dates	Estimate #				
10/04/12 - 10/04/12					
Advertiser			Ori	iginal Date	/ Revision
Akin/R/Senate			1	0/03/12	/ 10/03/12
	Billing Cycle	Billing	Cal	endar	Cash/Trade
	EOM/EOC	Broado	ast		Cash
	Station	Accour	nt E	xecutive	Sales Office
	KMBC	Meredi	th T	hompson	Eagle-Washingt
	Special Handl	ing			
	Demographic				
	Adults 35+	40			
	IDB#	Adverti	ser	Code	Product Code 2810
	Agency Ref	Alexander -		Advertiser	Ref

Snote/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type 9	Spots	Amount
N 1 KMBC 10/04/12 10/04/12 First News at 6am	6-7am	:30	NM	2	\$1,200.00
Class of Time - Pre-emptible with notice					
Start Date Week: 10/01/12 End Date Weekdays Spots/Week	<u>Rate</u> \$600.00		1		
N 2 KMBC 10/04/12 10/04/12 Good Morning America	7-9am	:30	NM	0	00.000
Class of Time - Pre-emptible with notice	7-5am	.50	INIVI	2	\$900.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/01/12 10/07/12T 2	\$450.00				
N 3 KMBC 10/04/12 10/04/12 5pm News	5-530pm	:30	NM	1	\$450.00
Class of Time - Immediately Pre-emptible without notice					
Start Date Week: 10/01/12 End Date Weekdays Spots/Week	<u>Rate</u> \$450.00				
N 4 KMBC 10/04/12 10/04/12 6pm News	6-630pm	:30	NM	1	\$515.00
Class of Time - Immediately Pre-emptible without notice	0-030ріп	.50	INIVI	į.	\$515.00
Start Date	Rate				
Week: 10/01/12 10/07/12T 1	\$515.00	24504000			
N 5 KMBC 10/04/12 10/04/12 M-F/SU 10pm News	10-1035pm	:30	NM	2	\$1,600.00
Class of Time - Immediately Pre-emptible without notice	Dete				
Week: 10/01/12 End Date Weekdays Spots/Week	<u>Rate</u> \$800.00				
N 6 KMBC 10/04/12 10/04/12 M-F 1135p-1205am	1135pm-1205am	:30	NM	1	\$250.00
Class of Time - Pre-emptible with notice			1,111		Ψ250.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/01/12 10/07/12T 1	\$250.00				
N 7 KMBC 10/04/12 10/04/12 First News at 5am	5-5:30am	:30	NM	1	\$250.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/01/12 10/07/12T 1	\$250.00				
N 8 KMBC 10/04/12 10/04/12 First News at 5:30am	5:30-6am	:30	NM	1	\$400.00
Class of Time - Pre-emptible with notice					# (1927)
Start Date	Rate				

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

Contract Agreement Between:

Print Date 10/03/12

Page 2 of 4



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 Advertiser
 Original Date / Revision

 Akin/R/Senate
 10/03/12 / 10/03/12

*Line Ch Start Date End Date Description	Start/End Time	Spots/ Days Length Week Rate	Types	Spots	Amount
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$400.00				
N 9 KMBC 10/04/12 10/04/12 Dr. Phil	3-4pm	:30	NM	1	\$125.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$125.00				
N 10 KMBC 10/04/12 10/04/12 Anderson Cooper	M-F 10-11a	:30	NM	1	\$75.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$75.00				
N 11 KMBC 10/04/12 10/04/12 First News at 4:30am	M-F 430a-5a	:30	NM	1	\$60.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12T 1	<u>Rate</u> \$60.00				
		Totals		14	\$5,825.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/04/12	14	\$5,825.00	\$4,951.25
Totals	14	\$5,825.00	\$4,951.25

Signature: _	Date:

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise

TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agencyon behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself, and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2 TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract any time; (i) upon material breach by Agency, (ii) if Station falls to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telepasts completed ingreunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the lotal which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation. Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, isboridispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast anyor all of the announcement's) or programs to be broad cast hereunder, Station shall not be in breach hereof, but Agency'shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substituted at a fail time is a valiable, the time changes allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full change. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recepture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a sets/or substitute date and time, the broadcast so preempted shall be deemed can celed without affecting the rate, discounts or rights provided under this contract, except that Agencywill not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole dispretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the Specified contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's fine existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast here under, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material anytime after 60 days following the last broadcast hereunder.

7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable attorney fees and discursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agencys notor Advertiser or furnished by Station at Agencys request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold narmless Agency and Advertiser with respect to all materials furnished by Station. The indemnite shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DA MAGES

Agency and Station hereby agree that consequential demages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9 GENERAL

(a) Station will broadcast the announcements and programs covered by this contraction the dates and at the approximate hourly times provided on the

face hereof.

- (b) The Station shall exercise normal preparations in handling of property and mail, but assumes no liability for loss or damage to program or commercial materials and other property furnished by the Agency in connection with proadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in connection with proadcasts except after its prior approval.
- (a) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof, and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency falls to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all ungaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not therefore made payment to the Agency thereon, and to the extent that Advertiser has there bfore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or piedge to a third party moniss which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming in solvent; or (ii) a fair receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency is aligned to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing fierein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the lattershall govern. Failure of either party to enforce anyto fitte provisions hereof shall not be construed as a general relinquishment or waiver of that or anyto ther provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of disposion.

[For additional information relating to political advertising, Agendes and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

CONTRACT

KMBC 6455 Winchester Ave Kansas City, MO 64133-6409 (816)221-9999

www.kmbc.com

And:

Strategic Media Placement OH 7669 Stagers Loop Delaware, OH 43015

	-			
	Contract / Re	vision	Alt Order	<u>#</u>
	960561	1	07910183	3
Product				
AKIN/SEN/R				
Contract Dates	Estimate #			
10/04/12 - 10/04/12				
Advertiser			Original Date	/ Revision
Akin/R/Senate			10/03/12	/ 10/03/12
	Billing Cycle	Billing	Calendar	Cash/Trade
	EOM/EOC	Broad	cast	Cash
	Station	Accou	nt Executive	Sales Office
	KMBC	Mered	ith Thompson	Eagle-Washingt
	Special Hand	lling		
	Demographic			
	Adults 35+			
	IDB#	Advert	iser Code	Product Code
				2810
	Agency Ref		Advertise	r Ref

Spots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
N 1 KMBC 10/04/12 10/04/12 First News at 6am	6-7am	:30	NM	2	\$1,200.00
Class of Time - Pre-emptible with notice					
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 2	Rate \$600.00				
	7-9am	200			000000
N 2 KMBC 10/04/12 10/04/12 Good Morning America Class of Time - Pre-emptible with notice	7-9am	:30	NM	2	\$900.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/01/12 10/07/12T 2	\$450.00				
N 3 KMBC 10/04/12 10/04/12 5pm News	5-530pm	:30	NM	1	\$450.00
Class of Time - Immediately Pre-emptible without notice					
Week: 10/01/12 End Date Weekdays Spots/Week	<u>Rate</u> \$450.00				
				1020	
D 4 KMBC 10/04/12 10/04/12 6pm News	6-630pm	:30	NM	0	\$0.00
Class of Time - Immediately Pre-emptible without notice N 5 KMBC 10/04/12 10/04/12 M-F/SU 10pm News	10 1005	-20		0	#4 000 00
N 5 KMBC 10/04/12 10/04/12 M-F/SU 10pm News Class of Time - Immediately Pre-emptible without notice	10-1035pm	:30	NM	2	\$1,600.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/01/12 10/07/12T 2	\$800.00				
N 6 KMBC 10/04/12 10/04/12 M-F 1135p-1205am	1135pm-1205am	:30	NM	1	\$250.00
Class of Time - Pre-emptible with notice					
Week: 10/01/12 End Date Weekdays Spots/Week	<u>Rate</u> \$250.00				
N 7 KMBC 10/04/12 10/04/12 First News at 5am		-00		-	#050.00
Class of Time - Pre-emptible with notice	5-5:30am	:30	NM	1	\$250.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 10/01/12 10/07/12T 1	\$250.00				
N 8 KMBC 10/04/12 10/04/12 First News at 5:30am	5:30-6am	:30	NM	1	\$400.00
Class of Time - Pre-emptible with notice					
Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12T 1	<u>Rate</u> \$400.00				
WEEK. 10/01/12 10/01/121	\$400.00	The second secon			

(* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

Contract Agreement Between:



www.kmbc.com

	Contract / Revision	Alt Order #	
	960561 /	07910183	
Contract Dates	Product	Estimate #	
10/04/12 - 10/04/12	AKIN/SEN/R		

 Advertiser
 Original Date / Revision

 Akin/R/Senate
 10/03/12 / 10/03/12

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type	Spots	Amount
N 9 KMBC 10/04/12 10/04/12 Dr. Phil	3-4pm	:30	NM	1	\$125.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$125.00				
N 10 KMBC 10/04/12 10/04/12 Anderson Cooper	M-F 10-11a	:30	NM	1	\$75.00
Class of Time - Immediately Pre-emptible without notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$75.00				
N 11 KMBC 10/04/12 10/04/12 First News at 4:30am	M-F 430a-5a	:30	NM	1	\$60.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12 T 1	<u>Rate</u> \$60.00				
N 12 KMBC 10/04/12 10/04/12 GENERAL HOSPITAL	2-3PM/1-2PM	:30	NM	1	\$475.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/01/12 10/07/12T 1	<u>Rate</u> \$475.00				
		Totals		14	\$5,785.00

Time Period	# of Spots	Gross Amount	Net Amount
10/01/12 -10/04/12	14	\$5,785.00	\$4,917.25
Totals	14	\$5,785.00	\$4,917.25

Signature:	Date:
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TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to our shall be provided by the solventiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts nereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

2 TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency, (ii) if Station falls to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpeti accrued charges he reunder shall immediately become due and payable. The Agency's only liability shall be to pay for telepasts completed hereunder prior to cancellation by Station.
- (5) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay sail during a liquidated demages a sum equal to the leaser of the following: (i) the actual nonconcellable out-of-pocket costs necessarily incurred by Agency vin performance of this contract through date of such termination, or (ii) the batal which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(s) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

OMISSION OF BROADCAST

If, as a result of an apt of God, force maje we, public emergency, isbor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control. Station fails to broadcast any or all of the announcement s) or programs to be broadcast hereu noer. Station shall not be in preach hereof, but Agen by shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a latter proadcast shall be made at a reasonably satisfactory substitute date and time, and in order to shall be made at a reasonable substitute date and time, and Agency shall bontinue to pay it ill brings. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

4. PREEMPTIONS

Station shall have the right to pancel any/proadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recepture time previously soid when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed can called without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buyor at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station. Agency shall continue to pay the full charge (no credit or return will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

6. A GENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and excense. Agency shall deliver all materials not less than 45 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contracted the public interest, (ii) shall conform to the Station's fine existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if some others.

If Agency requests within 30 days of lest broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material anytime after 60 days, following the lest broadcast hereunder.

INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all daims, demands, debts, obligations or charges (including reasonable afterney tees and disbuttements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency's notion Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnities shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

8. CONSEQUENTIAL DAMAGES

Agency and Station hereby/agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any emission of prospess, pursuant to Paragraph 3, or any preemption of broadbast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

9. GENERAL

(3) Station will broadpast the announcements and programs covered by this contraction the dates and at the approximate hourly times provided on the

face hereof.

 (b) The Station shall exercise normal precautions in handling of property and mail, but assumes no 	o lia bility for loss or camage to program or commercial
materials and other property furnished by the Agency in connection with broadcasts hereunder. The Station will not accept or pro-	sess mail, correspondence, or telephone calls in
poppedion with broad casts expect after its prior approval	(M. M) : 1 (

- (c) Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof, and Agency will sot as agent for making payment on all billings intercenter. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency falls to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services remost rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has there of one made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency; or that Agency was in danger of becoming in solvent; or (ii) a fler receiving notice (together with a current statement of a count) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be diling to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing flerein contained relating to the payment of oillings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (a) This contact contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

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CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

I, KEGAN BERAN	
(name of federal candidate or authorized c	ommittee) hereby certify that the programming
to be broadcast (in whole or in part) pursua	ant to this agreement:
☑ does □	does not
refer to an apposing condidate (about and	isoble hour I do it is a contract of the
refer to an opposing candidate (check appl programming that does refer to an opposin	capite dox). I further certify that for the
programming that does refer to an opposin	g candidate:
(check applicable box)	
(The displaced out)	
the radio programming contains a po	ersonal audio statement by the candidate that
identifies the candidate the office be	ing sought, and that the candidate has
approved the broadcast.	ing sought, and that the candidate has
the television programming contains	a clearly identifiable photograph or similar
	of at least four seconds, and a simultaneously
displayed printed statement identifying	ng the candidate, that the candidate approved
the broadcast, and that the candidate	and/or the candidate's authorized committee
paid for the broadcast.	and of the candidate's attatonized committee
flean	- Ser
signature of candidate	or authorized committee
and the state of the	
KEGAN BERAN	8/14/12
printed name	data

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF CANDIDATE'S REQUEST)

Broadcast Length	Time of Day, Rotation or Package	Days Class Times per Number ⊪Week of Week	r (S
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AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.

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